

RECORDING REQUESTED BY:  
Public Works Department  
County of San Luis Obispo  
County Government Center, Room 207  
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:  
County Clerk  
County of San Luis Obispo  
1055 Monterey St, Room D120  
San Luis Obispo, CA 93408

APN: 034-421-034 (portion)

No recording fee per Government Code #6103  
No Documentary Transfer Tax per Revenue and  
Taxation Code #11922

**PUBLIC ROAD AND SLOPE EASEMENT DEED**  
**(Parcel 11-08)**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2012, by JILL CHRISTINE HEILMANN who acquired title as JILL CHRISTIE HEILMANN also known as JILL CHRISTIE HEILMANN BENNETT, as her sole and separate property, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

**WITNESSETH:**

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, an easement and right of way for public road and slope purposes including, but not limited to, the right to lay, construct, repair, maintain, operate, renew and replace roadway improvements, water collection and drainage systems, public utility facilities and appurtenances incidental thereto over, upon, and under that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see EXHIBIT "A", attached hereto and made a part hereof.

The easement granted herein includes the right to maintain slopes and ditches; plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property over existing roadways and pathways for operation of said easement.

Permission is hereby granted to the County or its authorized agent to enter upon Grantor's land where necessary within that certain area titled Temporary Construction Easement on the map attached hereto and made a part hereof, for the purpose of construction and construction support activities related to the Templeton Road Widening Project including, but not limited to the stockpiling of materials and soil. Said Temporary Construction Easement shall commence upon County's issuance of the Notice to Proceed for said Project and shall terminate

upon completion of said Project or after 12 months from the date of commencement, whichever shall occur first.

County shall have the right to extend the Temporary Construction Easement term in additional six (6) month increments if County determines that additional time beyond the one year period is necessary for construction completion. In such case, County shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor seventy five dollars (\$75) for each six month extension term exercised. Payment for any such extensions shall be paid by County to Grantor concurrent with County's written notice to Grantor of County's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015. Upon termination, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction.


The consideration hereinabove recited shall constitute payment in full for any damages to the remaining property of the Grantor, their successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the word "his" shall include the feminine gender as the case may be.)

**JILL CHRISTINE HEILMANN who acquired title as JILL CHRISTIE HEILMANN also known as JILL CHRISTIE HEILMANN BENNETT, GRANTOR**

By:   
Jill Christine Heilmann

ACKNOWLEDGMENT

State of California  
County of San Luis Obispo

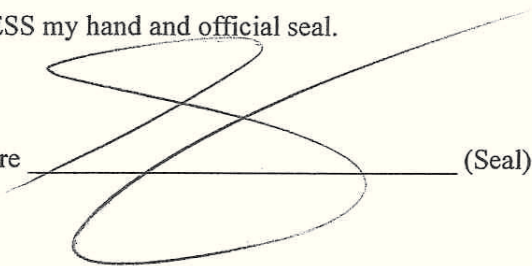
On March 19, 2012 before me, Cathy A. Springford, Notary Public  
(insert name of the officer)

personally appeared Jill Christine Heilmann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

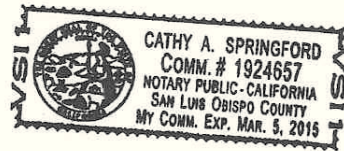
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





### CERTIFICATE OF ACCEPTANCE

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Public Road and Slope Easement Deed dated \_\_\_\_\_, 2012, from JILL CHRISTINE HEILMANN who acquired title as JILL CHRISTIE HEILMANN also known as JILL CHRISTIE HEILMANN BENNETT, as her sole and separate property, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2012.

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo

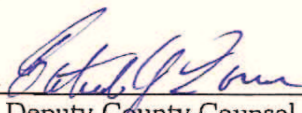
**ATTEST:**

Julie L. Rodewald County Clerk-Recorder  
County of San Luis Obispo

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**

WARREN R. JENSEN  
County Counsel

By:   
Deputy County Counsel

Dated: 3/29, 2012

ACKNOWLEDGMENT

State of California  
County of San Luis Obispo

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public  
(insert name of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)